

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION(ND)**

IN RE: : **CASE NO 20-01740-DSC**
: **CHAPTER 7**

CLINT AUSTIN LOVETTE,
Debtor.

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CITIZENS BANK NA F/K/A RBS
CITIZENS NA,
Movant.

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:
:

: **CONTESTED MATTER**

vs.

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:

CLINT AUSTIN LOVETTE,
THOMAS E REYNOLDS, Trustee
Respondents.

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CONSENT ORDER MODIFYING AUTOMATIC STAY

CITIZENS BANK NA f/k/a RBS Citizens NA, for itself, its successors and assigns (the “Movant”), filed a Motion for Relief from Automatic Stay (the “Motion”) October 21, 2020 (Doc. No. 53), which was set for hearing on **November 18, 2020** (the “Hearing”). Movant seeks relief as to real property located in Jefferson County, Alabama, now or formerly known as 655 BLUFF PARK RD, HOOVER, AL 35226 (the “Property”), as more particularly described in Exhibit "A" attached to the Motion. Movant asserts that the Motion was properly served and hearing properly noticed. Neither Debtor nor Debtor's counsel oppose the relief sought. Movant’s counsel and the Chapter 7 Trustee, Thomas E Reynolds, conferred and have reached an agreement which will allow Trustee to market the Property for a specific period of time; accordingly, by consent, it is hereby

ORDERED that:

The Motion is conditionally ***denied***; the automatic stay of 11 U.S.C. § 362 will remain in effect for a period of ninety (90) days from November 18, 2020 to allow Trustee to market the

Property. If, however, Trustee does not produce a contract for sale of the Property to Movant's counsel on or before February 16, 2021 then the automatic stay of 11 U.S.C. § 362 shall be deemed modified, without further order or hearing, allowing Movant to foreclose the Property, and take possession thereof in pursuit of its state law remedies, provided, however, any proceeds remaining after foreclosure of the Property which exceed the lawful debt and the expenses of sale incurred by Movant (if allowed by law and Note) shall be promptly remitted to the Chapter 7 Trustee. Further, if the stay is deemed modified, Movant may also, at its option, offer, provide, and enter into a potential forbearance agreement, loan modification, refinance agreement, or other loss mitigation agreement. Entry of this Order, however, does not absolve the Debtor of any Court required duty to file all necessary pleadings, modifications, and amendments regarding any possible loss mitigation agreement.

Dated: November 24, 2020

/s/ D. Sims Crawford
D. SIMS CRAWFORD
United States Bankruptcy Judge

Prepared and Submitted by:

/s/ Amanda Beckett
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Consented to by:

/s/ C Taylor Crockett
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No Opposition to by:

/s/ Thomas E Reynolds
Thomas E Reynolds
Chapter 7 Trustee
AL State Bar No.
Reynolds Legal Solutions, LLC
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DISTRIBUTION LIST

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